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EXAMINER

SWARTZ, JAMIE H

ART UNIT

PAPER NUMBER

3694

MAIL DATE

DELIVERY MODE

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

**Application No.**

09/971,718

**Applicant(s)**

NOTANI ET AL.

**Examiner**

JAMIE H. SWARTZ

**Art Unit**

3694

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 10 June 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-31 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-31 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_.
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_.

## **DETAILED ACTION**

### ***Continued Examination Under 37 CFR 1.114***

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on June 10, 2008 has been entered.
2. Claims 1-31 are pending. No claims have been added. No claims have been amended.

### ***Claim Rejections - 35 USC § 112***

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:  

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.
4. Claims 1-31 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.
5. Regarding claims 1-31, the phrase "meta-model" renders the claim indefinite because it is unclear what the applicant means to be a meta-model. The applicant states in the specification that a "meta-model" describes a trade partner agreement. A

standard definition for the term describes is to represent something pictorially or with a model. Thus it is unclear how describing a trade partner agreement is different from an actual trade partner agreement. And if in fact they are different it is unclear how one would negotiate a description of something. Is negotiating a description a battle of semantics, similar to debating which adjectives best describe the trade partner agreement? Or is it negotiating the terms of the agreement?

***Claim Rejections - 35 USC § 101***

6. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

7. Claims 1, 4-6, 9-11, 14-16, 19-21, 24-26, 29-31 are rejected under 35 U.S.C. 101 because the method claims are not attached to another statutory class. Based on a Supreme Court precedent (*Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972)) and recent Federal Circuit decisions, it was decided that a § 101 process must (1) be tied to another statutory class (such as a particular apparatus or (2) transform underlying subject matter (such as an article or materials) to a different state or thing. If neither of these requirements is met by the claim, the method is not a patent eligible process under § 101 and is rejected as being directed to non-statutory subject matter.

8. Claims 1, 4-6, 9-11, 14-16, 19-21, 24-26, 29-31 are rejected under 35 U.S.C. 101 because they are computer programs claimed as software per se, i.e., the descriptions

or expressions of the programs, are not physical things. They are neither computer components nor statutory processes, as they are not "acts" being performed. Such claimed computer programs do not define any structural and functional interrelationships between the computer program and other claimed elements of a computer which permit the computer program's functionality to be realized. Since a computer program is merely a set of instructions capable of being executed by a computer, the computer program itself is not a process and is nonstatutory functional descriptive material.

***Claim Rejections - 35 USC § 103***

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

10. Claims 1-3, 6-10, 11-13, 16-20, 21-23, and 26-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fisher (US 6957199 B1) in view of Sandhu et al. (US 6347307 B1).

11. Regarding claim 1, Fisher teaches *a system for facilitating negotiation of a standard for inter-enterprise collaboration between trading partners* (col. 4, line 39– col. 12, line 16). Fisher teaches *a set of one or more meta-model elements each capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-*

*model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *a meta-model negotiation service* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16). Fisher teaches *providing access to the set of meta-model elements* (col. 4, line 39– col. 12, line 16, col. 36, lines 37–41, col. 40, lines 16–23). Fisher teaches *receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises; facilitate negotiation of the selected meta-model elements* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Sandhu teaches *a set of one or more meta-model elements each capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set*

Art Unit: 3694

describing a portion of a potential standard for collaboration between enterprises (col. 2, line 11 – 28, col. 6, line 29 – col. 8, line 60). Sandhu teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises (col. 5, line 59 – col. 6, line 27). Sandhu teaches provide access to the set of meta-model elements (col. 5, lines 4—51). Sandhu teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 5, lines 59-col. 6, line 27). Sandhu teaches facilitate negotiation of the selected meta-model elements (abstract, col. 2, lines 10-46, col. 5, line 59-col. 7, line 27). Sandhu teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises (col. 5, line 59-col. 7, line 27). Sandhu teaches communicate the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model (col. 5, line 59-col. 7, line 27). Fisher teaches conducting authenticated business transactions over an open multi-platform public network. Sandhu teaches interactive and automated Web-based financial transaction applications, and in particular to interactive and automated systems and methods for conducting financial transactions and managing portfolios and related financial information in capital markets. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the details of Sandhu because both inventions teach conducting Internet financial transactions specifically the business activity of trading. It is believed

Art Unit: 3694

that based on the broadest reasonable interpretation the claims that both pieces of art speak on the claimed invention.

12. Regarding claim 2, Fisher teaches wherein *the meta-model negotiation service is operable to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model* (col. 4, line 39– col. 12, line 16, col. 42, lines 52-58, col. 38, lines 58-62, col. 29, lines 36-43). Sandhu teaches wherein the meta-model negotiation service is operable to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (col. 5, line 59–col. 7, line 27).

13. Regarding claim 3, Fisher teaches *wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises* (col. 32, lines 39-43, col. 4, line 39– col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55).



14. Regarding claim 6, Fisher teaches *wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

15. Regarding claim 7, Fisher teaches *wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS)* (col. 39, line 26 – col. 40, line 53). Sandhu teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (col. 5, line 59-col. 7, line 27, col. 37, lines 19 – 55).

16. Regarding claim 8, Fisher teaches *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). Sandhu teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements (col. 8, line 61 – col. 12, line 30).

17. Regarding claim 9, Fisher teaches *wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line 64 – col. 53, line 3)

18. Regarding claim 10, Fisher teaches *wherein collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). Sandhu teaches wherein collaboration comprises execution of a business process or transaction according to the negotiated meta-model (col. 5, line 59– col. 7, line 27)

19. Regarding claim 11, Fisher teaches *facilitating negotiation of a standard for inter-enterprise collaboration between trading partners, the method performed using one or more computers* (col. 4, line 39– col. 12, line 16). Fisher teaches *receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16). Fisher teaches *providing access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises* (col. 4, line 39– col. 12, line 16, col. 40, line 16 – col. 42, line 42). Fisher teaches, receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *facilitating negotiation of the selected meta-model elements* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher

*teaches incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Sandhu teaches receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises (col. 5, line 59 – col. 6, line 27). Sandhu teaches providing access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises (col. 5, line 59 –col. 7, line 27). Sandhu teaches receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 5, lines 4—col. 7, line 27). Sandhu teaches facilitating negotiation of the selected meta-model elements (col. 5, lines 4—col. 7, line 27). Sandhu teaches incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises (col. 5, lines 4—col. 7, line 27). Sandhu teaches communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the

Art Unit: 3694

negotiated meta- model (col. 5, lines 4—col. 7, line 27). Fisher teaches conducting authenticated business transactions over an open multi-platform public network. Sandhu teaches interactive and automated Web-based financial transaction applications, and in particular to interactive and automated systems and methods for conducting financial transactions and managing portfolios and related financial information in capital markets. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the details of Sandhu because both inventions teach conducting Internet financial transactions specifically the business activity of trading. It is believed that based on the broadest reasonable interpretation the claims that both pieces of art speak on the claimed invention.

20. Regarding claim 12, Fisher teaches further *comprising communicating the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model* (col. 18, line 8 – col. 25, line 53, col. 29, lines 36-43, col. 42, lines 52 - 58). Sanhu teaches comprising communicating the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (col. 5, lines 4—col. 7, line 27).

21. Regarding claim 13, Fisher teaches *wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises* (col. 32, lines 39-43, col. 4, line 39– col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55). Sandhu teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (col. 5, lines 4—col. 7, line 27).

22. Regarding claim 16, Fisher teaches *wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

23. Regarding claim 17, Fisher teaches *wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS)* (col. 39, line 26 – col. 40, line 53). Sandhu teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (col. 5, line 59-col. 7, line 27, col. 37, lines 19 – 55).

24. Regarding claim 18, Fisher teaches *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can*

*negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). Sandhu teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements (col. 8, line 61 – col. 12, line 30).

25. Regarding claim 19, Fisher teaches *wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line 64 – col. 53, line 3) Sandhu teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (col. 8, line 61 – col. 12, line 30).

26. Regarding claim 20, Fisher teaches *wherein collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). Sandhu teaches collaboration comprises execution of a business process or transaction according to the negotiated meta-model (col. 5, line 59 – col. 7, line 27).

27. Regarding claim 21, Fisher teaches *software for facilitating negotiation of a standard for inter-enterprise collaboration between trading partners, the software embodied in computer-readable media* (col. 4, line 39– col. 12, line 16, col. 33, line 66 – col. 34, line 8, col. 59, line 20 – col. 60, line 24). Fisher teaches *receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the*

Art Unit: 3694

*enterprises* (col. 4, line 39– col. 12, line 16). Fisher teaches providing *access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises* (col. 4, line 39– col. 12, line 16, col. 40, line 16 – col. 42, line 42). Fisher teaches receiving *selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches facilitating *negotiation of the selected meta-model elements* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches incorporating *negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches communicating *the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Sandhu teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises (col. 5, line 59 – col. 6, line 27). Sandhu teaches provide access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that

Art Unit: 3694

describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises (col. 5, line 59 – col. 6, line 27). Sandhu teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 5, line 59 – col. 6, line 27). Sandhu teaches facilitate negotiation of the selected meta-model elements (abstract, col. 2, lines 10-46). Sandhu teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises (col. 5, line 59-col. 7, line 27). Sandhu teaches communicate the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model (col. 5, line 59-col. 7, line 27). Fisher teaches conducting authenticated business transactions over an open multi-platform public network. Sandhu teaches interactive and automated Web-based financial transaction applications, and in particular to interactive and automated systems and methods for conducting financial transactions and managing portfolios and related financial information in capital markets. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the details of Sandhu because both inventions teach conducting Internet financial transactions specifically the business activity of trading. It is believed that based on the broadest reasonable interpretation the claims that both pieces of art speak on the claimed invention.



28. Regarding claim 22, Fisher teaches *software further operable to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model* (col. 18, line 8 – col. 25, line 53, col. 29, lines 36-43, col. 42, lines 52 – 58, col. 33, line 66 – col. 34, line 8). Sandhu teaches software further operable to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (col. 5, line 59-col. 7, line 27).

29. Regarding claim 23, Fisher teaches a *software wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises*. (col. 32, lines 39-43, col. 4, line 39– col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55). Sandhu teaches software wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private,

Art Unit: 3694

differentiated standard for collaboration customized for particular needs of the enterprises (col. 8, line 61 – col. 12, line 30).

30. Regarding claim 26, Fisher teaches *a software wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

31. Regarding claim 27, Fisher teaches *a software wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS)* (col. 39, line 26 – col. 40, line 53). Sandhu teaches a software wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (col. 8, line 61 – col. 12, line 30).

32. Regarding claim 28, Fisher teaches *a software wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). Sandhu teaches a software wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements (col. 5, line 59 – col. 7, line 27).

33. Regarding claim 29, Fisher teaches *a software wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col.

44, line 64 – col. 53, line 3). Sandhu teaches a software wherein the negotiated meta-model is represented using extensible markup language (XML) (col. 8, line 61 – col. 12, line 30).

34. Regarding claim 30, Fisher teaches a *software wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). Sandhu teaches a software wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (col. 5, line 59 – col. 7, line 27).

35. Regarding claim 31, Fisher teaches a system for facilitating negotiation of a standard for inter-enterprise collaboration between trading partners (col. 4, line 39– col. 12, line 16). Fisher teaches means for receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises (col. 4, line 39– col. 12, line 16). Fisher teaches means for providing access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises (col. 4, line 39– col. 12, line 16, col. 40, line 16 – col. 42, line 42). Fisher teaches means for receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-

model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches means for facilitating negotiation of the selected meta-model elements (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches means for incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches means for communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Sandhu teaches a means for receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises (col. 5, line 59 – col. 6, line 27). Sandhu teaches a means for providing access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises (col. 5, line 59 – col. 7, line 27). Sandhu teaches a means for receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 5, line 59 – col. 7, line 27). Sandhu teaches a means for facilitating

negotiation of the selected meta-model elements (abstract, col. 3, lines 10-46, col. 5, line 59 – col. 7, line 27). Sandhu teaches means for incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises (col. 5, line 59 – col. 7, line 27). Sandhu teaches means for communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model (col. 5, line 59 – col. 7, line 27). Fisher teaches conducting authenticated business transactions over an open multi-platform public network. Sandhu teaches interactive and automated Web-based financial transaction applications, and in particular to interactive and automated systems and methods for conducting financial transactions and managing portfolios and related financial information in capital markets. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the details of Sandhu because both inventions teach conducting Internet financial transactions specifically the business activity of trading. It is believed that based on the broadest reasonable interpretation the claims that both pieces of art speak on the claimed invention.

36. Claims 4-5, 14-15, and 24-25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fisher (US 6957199 B1) in view of Sandhu et al. (US 6347307 B1) in further view of McCormick (US 20020040352 A1).

37. Regarding claim 4, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least two enterprises* (col. 39, lines 25- 62). Fisher does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. However, McCormick teaches *dimensions each comprising a supply chain element* (§ 17-18). McCormick teaches *dimensionalities each comprising a combination of supply chain elements* (§ 17-18). McCormick teaches *temporal structures of collaborative transactions* (§ 50). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of supply chain elements and the temporal structure. Fisher helps to

establish trade relationships and does not limit the scope of what is being traded.

Though Fisher does not specifically state the items to be traded to be supply chain elements within the context of the invention what is traded could be supply chain elements. A temporal database has a built in time aspect. It is important when working with any type of data to include valid-time and transaction-time to be sure the time period is modeled in reality and when the data is stored in the database. Accurate time records are legal required for accounting standards. It is important that transactions are time stamped.

38. Regarding claim 5, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (§§ 20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (§§ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (§§ 630, 992, 866-875,

1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (§ 20-53, 109-145). McCormick teaches *actions that a role type can execute on the transaction relative to a state of the transaction* (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.



39. Regarding claim 14, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least two enterprises* (col. 39, lines 25- 62). Fisher does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. However, McCormick teaches *dimensions each comprising a supply chain element* (§ 17-18). McCormick teaches *dimensionalities each comprising a combination of supply chain elements* (§ 17-18). McCormick teaches *temporal structures of collaborative transactions* (§ 50). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of supply chain elements and the temporal structure. Fisher helps to

establish trade relationships and does not limit the scope of what is being traded.

Though Fisher does not specifically state the items to be traded to be supply chain elements within the context of the invention what is traded could be supply chain elements. A temporal database has a built in time aspect. It is important when working with any type of data of includes valid-time and transaction-time to be sure the time period is modeled in reality and when the data is stored in the database. Accurate time records are legal required for accounting standards. It is important that transactions are time stamped.

40. Regarding claim 15, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (§§20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (§§ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (§§ 630, 992, 866-875,

1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (§ 20-53, 109-145). McCormick teaches *actions that a role type can execute on the transaction relative to a state of the transaction* (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.

41. Regarding claim 24, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least two enterprises* (col. 39, lines 25- 62). However, McCormick teaches *dimensions each comprising a supply chain element* (§ 17-18). McCormick teaches *dimensionalities each comprising a combination of supply chain elements* (§ 17-18). McCormick teaches *temporal structures of collaborative transactions* (§ 50). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of supply chain elements and the temporal structure. Fisher helps to establish trade relationships and does not limit the scope of what is being traded. Though Fisher does not specifically state the items to be traded to be supply chain

elements within the context of the invention what is traded could be supply chain elements. A temporal database has a built in time aspect. It is important when working with any type of data of includes valid-time and transaction-time to be sure the time period is modeled in reality and when the data is stored in the database. Accurate time records are legal required for accounting standards. It is important that transactions are time stamped.

42. Regarding claim 25, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (§§20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (§§ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (§§ 630, 992, 866-875, 1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (§§ 20-53, 109-145). McCormick teaches

*actions that a role type can execute on the transaction relative to a state of the transaction* (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.

43. Examiner's Note: The Examiner has cited particular columns and line numbers in the references as applied to the claims for the convenience of the applicant.

Although the specified citations are representative of the teachings in the art and are

applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the responses, to fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

### ***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to JAMIE H. SWARTZ whose telephone number is (571)272-7363. The examiner can normally be reached on 8:00am-4:30pm Monday-Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammell can be reached on (571) 272-6712. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3694

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/J. H. S./  
Examiner, Art Unit 3694

/Mary Cheung/  
Primary Examiner, Art Unit 3694